

RESOLUTION NO. 85-42

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF LODI
AND THE COUNTY OF SAN JOAQUIN FOR THE PURCHASE OF REAL
PROPERTY AT THE HARNEY LANE SANITARY LANDFILL

RESOLVED that the City Council of the City of Lodi does hereby approved the Agreement between the City of Lodi and the County of San Joaquin for the purchase of real property at the Harney Lane Sanitary Landfill, a copy of which is attached hereto, marked Exhibit "A", and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the subject agreement on behalf of the City.


Dated: April 3, 1985

I hereby certify that Resolution No. 85-42
was passed and adopted by the City Council
of the City of Lodi in a regular meeting
held April 3, 1985 by the following vote:

Ayes: Council Members - Pinkerton, Hinchman,
Olson, Reid, and
Snider (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reimche
City Clerk

1 AGREEMENT BETWEEN THE CITY OF LODI AND
2 COUNTY OF SAN JOAQUIN FOR THE PURCHASE OF
3 REAL PROPERTY AT THE HARNEY LANE SANITARY LANDFILL

4 THIS AGREEMENT is made and entered into this _____ day of
5 _____, 1985, by and between the County of San Joaquin, a
6 political subdivision of the State of California, hereinafter referred
7 to as "COUNTY", and the City of Lodi, a municipal corporation,
8 hereinafter referred to as "CITY".

9 W I T N E S S E T H:

10 WHEREAS, CITY owns real property on the south side of Harney
11 Lane, west of Tully Road, more particularly described as that property
12 delineated on Exhibit A, a copy of which is attached and by this
13 reference incorporated herein, which is presently being leased by
14 COUNTY for use as a sanitary landfill; and,

15 WHEREAS, the San Joaquin County Solid Waste Management Plan calls
16 for a cooperative effort by COUNTY and the Cities of the County of San
17 Joaquin for the management of solid waste within the COUNTY; and,

18 WHEREAS, by agreement dated January 2, 1975 entitled "AGREEMENT
19 REGARDING HARNEY LANE SANITARY LANDFILL", hereinafter referred to as
20 AGREEMENT I, and by agreement dated March 19, 1980 entitled
21 "SUPPLEMENTAL AGREEMENT", hereinafter referred to as AGREEMENT II,
22 COUNTY has operated a sanitary landfill on the real property described
23 in Exhibit A; and

24 WHEREAS, by agreement dated March 19, 1980 entitled "AGREEMENT
25 BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN JOAQUIN RELATING TO
26 SOLID WASTE MANAGEMENT" hereinafter referred to as AGREEMENT III,
27 COUNTY agreed to provide adequate disposal facilities for CITY in the
28 North County area; and,

1 WHEREAS, COUNTY desires to extend the life of the landfill opera-
2 tion by placing additional refuse on the herein described property;
3 and,

4 WHEREAS, COUNTY desires to purchase the herein described property
5 from CITY for continued landfill use, and CITY desires to sell said
6 property to COUNTY;

7 NOW, THEREFORE, CITY and COUNTY agree as follows:

- 8 1. CITY shall execute and deliver to COUNTY a good and suf-
9 ficient Grant Deed for the property described in exhibit A,
10 attached.
- 11 2. COUNTY shall pay CITY the sum of ONE DOLLAR (\$1.00) as the
12 total purchase price for said property within thirty (30)
13 days after the approval and execution of this agreement by
14 the San Joaquin County Board of Supervisors.
- 15 3. Title to the herein described property shall vest in the
16 County of San Joaquin, free and clear of all liens,
17 encumbrances, assessments, easements, leases and taxes,
18 except those of record provided they do not adversely affect
19 the continued use of this property as a sanitary landfill.
- 20 4. Personal property included in this sale shall include all
21 personal property owned by CITY that is situated upon the
22 herein described real property and as further described in
23 Clause 1. of AGREEMENT I.
- 24 5. COUNTY shall pay recording costs and title and escrow fees,
25 if any.
- 26 6. CITY and COUNTY agree that the terms and conditions herein
27 expressed shall supersede AGREEMENT I and AGREEMENT II and

1 that those agreements shall be considered terminated upon
2 the approval and execution of this document by the San
3 Joaquin County Board of Supervisors.

4 7. CITY and COUNTY agree that terms and conditions set forth in
5 AGREEMENT III shall remain in full force.

6 8. CITY and COUNTY each agree to hold each other harmless from
7 their own past actions with respect to the ownership, opera-
8 tion, and maintenance of a sanitary landfill on the herein
9 described real property.

10 9. The parties hereto mutually agree that they have set forth
11 the whole of their agreement, and that the performance of
12 the terms and conditions set forth herein shall relieve
13 COUNTY and CITY of all further obligations or consideraton
14 for the execution and delivery of a Grant Deed to the herein
15 described property.

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1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement on the day and year first above written.

3 COUNTY OF SAN JOAQUIN, a
4 political subdivision of
the State of California

5 ATTEST: JORETTA J. HAYDE
6 Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By _____
EVELYN L. COSTA, Chairman
Board of Supervisors

7
8 By _____ (SEAL)
Deputy Clerk

9 ATTEST: CITY OF LODI, a municipal
10 corporation of the State
of California

11 *Alvin M. Beamche*
Clerk, City of Lodi

By *John R Snider*
RANDY SNIDER, Mayor

12 APPROVED AS TO FORM:
13 JOHN F. CHEADLE
County Counsel

14 By *Terrence R. Dermody*
15 TERRENCE R. DERMODY
Deputy County Counsel

16 APPROVED AS TO FORM:

17 By *Ronald Stein*
18 RONALD STEIN
Lodi City Attorney

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